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DATE: June 1, 1994
CASE NO. 93-ERA-39

IN THE MATTER OF

KATHERINE DELIA DUPRE',

COMPLAINANT,

v.

TRU-TECH DIVISION OF KOCH
ENGINEERING COMPANY, INC.,

RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

FINAL ORDER APPROVING SETTLEMENT

Before me for review is the Recommended Order of Dismissal issued May 3, 1994, by the Administrative Law Judge (ALJ) in this case, arising under the employee protection provisions of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1988). The ALJ found the agreement fair, adequate and reasonable, see *Fuchko and Yunker v. Georgia Power Co.*, Case Nos. 89-ERA-9, 89-ERA-10, Sec. Order, Mar. 23, 1989, slip op. at 1-2, and recommended that the agreement be approved and the case dismissed with prejudice.

Review of the agreement reveals that it may encompass the settlement of matters under laws other than the ERA. See e.g., Release and Settlement Agreement ¶ 1. As stated in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, Nov. 2, 1987, slip op. at 2:

[The Secretary's] authority over settlement agreements is limited to such statutes as are within [the Secretary's] jurisdiction and is defined by the applicable statute.
See

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Aurich v. Consolidated Edison Company of New York, Inc., Case No. [86-]CAA-2, Secretary's Order Approving Settlement, issued July 29, 1987; *Chase v. Buncombe County, N.C.*, Case No. 85-SDW-4, Secretary's Order on Remand, issued November 3, 1986.

I have therefore, limited my review of the agreement to determining whether the terms thereof are a fair, adequate and reasonable settlement of Complainant's allegation that Respondent violated the ERA.

Paragraphs 3 and 5 provides that the parties will keep the information that each has obtained confidential with regard to the general public and that neither will use such information in a way that is detrimental to the other. I interpret this language in conjunction with the limiting language of Paragraph 7(b) as not preventing the Complainant, either voluntarily or pursuant to an order or subpoena, from communicating with, or providing information to, state and Federal government agencies about suspected violations of law involving the Respondent. See *Corder v. Bechtel Energy Corp.*, Case No. 88-ERA-9, Sec. Order, Feb. 9, 1994, slip op. at 6-8 (finding void as contrary to public policy a settlement agreement provision prohibiting the complainant from communicating with federal or state agencies concerning possible violations of law).

Under paragraph 7(d) the parties have provided that the agreement shall be construed according to the laws of the State of Louisiana. I interpret this statement as not limiting the authority of the Secretary of Labor or a Federal court under the ERA and the implementing regulations. See *Phillips v. Citizens Ass'n for Sound Energy*, Case No. 91-ERA-25, Sec. Order, Nov. 4, 1991, slip op. at 2.

The ALJ noted that the Complainant completely released and discharged the Respondent from any rights, claims, demands and causes of action which she has or may have had against the Company up to the time of the date of the agreement. He interpreted that provision as do I, as being simply a waiver of the right to sue in the future on claims or causes of action arising out of the facts occurring prior to the date of the execution of the agreement.

Upon review of the terms of the agreement signed by the parties, and based on the record of this case, I find that the agreement is fair, adequate and reasonable. I therefore accept

the ALJ's recommendation that the agreement be approved.
Accordingly, this case is DISMISSED WITH PREJUDICE. Settlement
Agreement ¶ 1(a).

SO ORDERED.

ROBERT B. REICH
Secretary of Labor

Washington, D.C.